

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PIT VIPER, LLC,

Plaintiff,

v.

PRO MOTOCYCLE GOGGLES STORE
STORE, et al.,

Defendants.

Case No. 23-cv-04597

Judge Robert W. Gettleman

Magistrate Judge Jeffrey T. Gilbert

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Pit Viper, LLC (“Plaintiff” or “Pit Viper”) against the fully interactive e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, the “Defaulting Defendants”), based on Plaintiff’s action for trademark infringement, counterfeiting and false designation of origin;

This Court having entered upon a showing by Plaintiff a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated


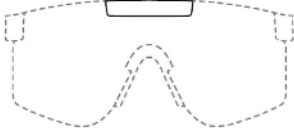
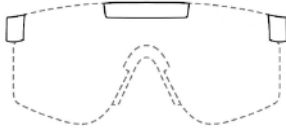
¹ The e-commerce store URLs are listed on Schedule A hereto under the Online Marketplaces.

under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or from U.S. bank accounts, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered trademarks (the "PIT VIPER Trademarks") to residents of Illinois. A list of the PIT VIPER Trademarks is included in the chart below.

Registration No.	Trademark
6,363,262	PIT VIPER
6,924,829	BRAPSTRAP
7,008,040	FLIP-OFFS
7,014,155	LIFT-OFFS
7,014,156	THE EXCITERS
6,980,093	DOUBLE WIDE
6,980,094	SINGLE WIDE
6,995,695	FULL TURBO
6,995,697	THE MIAMI NIGHTS
6,995,698	THE 1993

6,363,259	
6,903,760	
6,903,761	

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

The Court further orders that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert or participation with them be permanently enjoined and restrained from:
 - a. using the PIT VIPER Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Pit Viper product or not authorized by Plaintiff to be sold in connection with the PIT VIPER Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Pit Viper product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the PIT VIPER Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing the PIT VIPER Trademarks and damaging Plaintiff's goodwill; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the PIT VIPER Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Walmart Inc. ("Walmart"), Etsy, Inc ("Etsy"), WhaleCo, Inc. ("Temu"), and DHgate.com ("DHgate"), (collectively, the "Third Party Providers") shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the PIT VIPER Trademarks.

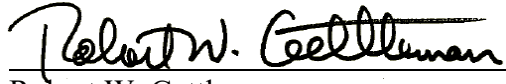
3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit PIT VIPER Trademarks in connection with the sale of products through at least the Defaulting Defendants' Online Marketplaces.
4. Plaintiff may serve this Order on Third Party Providers, including PayPal, Inc. ("PayPal"), eBay, DHgate, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Wish.com, Walmart, Etsy, Temu, and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on the Third Party Providers.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, shall within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants' Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants' assets.
6. All monies, up to the above identified statutory damages award, in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within seven (7) calendar days of receipt of this Order.

7. Until Plaintiff has recovered full payment of monies owed to them by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, DHgate, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, Temu, and Amazon Pay, shall within seven (7) calendar days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Vance Lommen, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.
8. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Vance Lommen and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd, plus any accrued interest. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel plus any accrued interest.

This is a Final Judgment.

DATED: October 19, 2023



Robert W. Gettleman
United States District Judge

Pit Viper, LLC v. Pro Motorcycle Goggles Store Store, et al. - Case No. 23-cv-4597

Schedule A

Defendant Online Marketplaces		
No.	URL	Name / Seller Alias
1	aliexpress.com/store/1101763102	Pro Motorcycle Goggles Store Store
2	aliexpress.com/store/1102754252	Shop1102749301 Store
3	aliexpress.com/store/1102898474	Z K Glasses Store Store
4	amazon.com/sp?seller=A3OPSEFWFDG6FH	7-15 days delivery
5	amazon.com/sp?seller=A1IUXQZBL0HIS	A1IUXQZBL0HIS
6	amazon.com/sp?seller=A2T08FARKME6SZ	A2T08FARKME6SZ
7	amazon.com/sp?seller=A2TWWLN7R2MLAR	A2TWWLN7R2MLAR
8	amazon.com/sp?seller=A3BDQZL2OOCOBO	A3BDQZL2OOCOBO
9	DISMISSED	DISMISSED
10	amazon.com/sp?seller=AEP4DXYZ46IFB	AksBlay US Direct
11	DISMISSED	DISMISSED
12	DISMISSED	DISMISSED
13	amazon.com/sp?seller=A80X38BKYOW6E	BCYH
14	amazon.com/sp?seller=A3EKA22A3S3X8C	blbm
15	DISMISSED	DISMISSED
16	amazon.com/sp?seller=A3H347S708UFNZ	BotianStudio
17	DISMISSED	DISMISSED
18	amazon.com/sp?seller=A3IEDKL8Y5IAL7	CaoGuangQi1860
19	DISMISSED	DISMISSED
20	amazon.com/sp?seller=A20DG2HVZG2VVE	chengdutuotuoohaoshangmaoyouxiangongsi
21	amazon.com/sp?seller=AS268G3LRCU5Y	chengduwansuoshangmao
22	amazon.com/sp?seller=A1YSH63BS831BH	chenkaidexiaoxiaodianpu
23	DISMISSED	DISMISSED
24	amazon.com/sp?seller=A19YKMUGQ9BL7N	CookhawE
25	amazon.com/sp?seller=A1BGJQAJPF8W5	CYFGG
26	amazon.com/sp?seller=A12JPI81X087	dayeshiqinglanhuangshangmaoyouxiangongsi
27	amazon.com/sp?seller=A2HO4R301L0EUF	DEQINEU
28	amazon.com/sp?seller=A1HA961TTOQSAB	dhofp
29	DISMISSED	DISMISSED
30	amazon.com/sp?seller=AV21HGA63CY3E	Duchang County LianMu Network Technology
31	DISMISSED	DISMISSED
32	amazon.com/sp?seller=A2GZBJDIOB7TBZ	eqbfdgmiukoj
33	amazon.com/sp?seller=A2IRZSEY3MPWG5	ERXIHORT
34	amazon.com/sp?seller=A1XLIE0KBLFKEW	Eyewear Future Store
35	amazon.com/sp?seller=A1C549EIWVE5L	FASTSTEP-US
36	amazon.com/sp?seller=A5UZ47Z0LW409	FENCHAOHONG

37	amazon.com/sp?seller=A15WX64OAMT7UW	FiDA Optimization
38	DISMISSED	DISMISSED
39	amazon.com/sp?seller=A2KEN9Z6HGL9VK	Glei5789
40	amazon.com/sp?seller=A3ROB6KWN0CPFI	GOENDR-US
41	amazon.com/sp?seller=A2VEGSTEYKS0D6	Gogelas online store
42	amazon.com/sp?seller=AZ1FCXLCKPZC9	guangzhouwangmiaokeyiyouxiangongsi
43	amazon.com/sp?seller=A1PRU44CNNQE7I	HeBeiKangPanDianZiKeJiYouXianGongSi 235235Dian
44	amazon.com/sp?seller=A2OZAI7TDISHA3	hjbrypd
45	amazon.com/sp?seller=AG2T2HL10OCGK	HJJ shop
46	DISMISSED	DISMISSED
47	amazon.com/sp?seller=A2D3XYIZR2OAWC	HZTBH
48	amazon.com/sp?seller=AKLWZE08NI2KT	jasonzhao
49	amazon.com/sp?seller=A2TXJ4VK6BA0JU	JEEP.US
50	DISMISSED	DISMISSED
51	amazon.com/sp?seller=A281CWHX9PW1J6	JHSM-Jasner
52	amazon.com/sp?seller=A19OQ6DIBO7U3Z	Jiajinhe
53	amazon.com/sp?seller=A35A1H4TIY8KOF	JingQing
54	DISMISSED	DISMISSED
55	DISMISSED	DISMISSED
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57	DISMISSED	DISMISSED
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62	DISMISSED	DISMISSED
63	amazon.com/sp?seller=A1XTP1GU0I5EIZ	LINYi.sSmall shop
64	amazon.com/sp?seller=A1WBND8EH3UYU1	liutao-Shippedfrom-USA
65	amazon.com/sp?seller=AKL67CU26CQFT	LIUZHENYU
66	DISMISSED	DISMISSED
67	amazon.com/sp?seller=A65H0YUJV7PQ	MABO
68	amazon.com/sp?seller=A31LMK4KRQVLXU	Macdung Tech
69	amazon.com/sp?seller=A1ZU3EZODJB8XU	MEIFEI
70	amazon.com/sp?seller=A6QP6Y9J2X52D	Mingtufa
71	amazon.com/sp?seller=A1CKCV7LEFT07C	MONEY RICH
72	amazon.com/sp?seller=AGYM46KEPDUKD	moonlily
73	amazon.com/sp?seller=A1CPDQQ3NQABP0	Moyun Online
74	DISMISSED	DISMISSED
75	amazon.com/sp?seller=A1WVU10UOPPI30	nideqingshu
76	amazon.com/sp?seller=A13F5JU8IW9TUS	PANBBEL
77	DISMISSED	DISMISSED
78	amazon.com/sp?seller=A3BM8GK61QXULX	RICHFUN
79	amazon.com/sp?seller=AO2XVDX842LWE	Ryiah N

80	amazon.com/sp?seller=A1BVILW1HGRTBM	SAUYIXH
81	amazon.com/sp?seller=A1KAPN1A8L9UHQ	Scrapee
82	amazon.com/sp?seller=A8MRTS5587R4J	Sell only good items
83	amazon.com/sp?seller=A93ENFG4ZP8F8	Senlanzhi
84	amazon.com/sp?seller=A3QB5X4H306N0O	shenbaotiyu
85	DISMISSED	DISMISSED
86	DISMISSED	DISMISSED
87	DISMISSED	DISMISSED
88	amazon.com/sp?seller=A3C106ZK7PW5RW	TaoCai
89	amazon.com/sp?seller=A3TSEX0IROEX7E	TIANYUE-US
90	amazon.com/sp?seller=AXI5Z7KDRP7WE	tinghailinfeng
91	amazon.com/sp?seller=AQN57G51NHXPA	US 7-15 Day Fast Delivery
92	amazon.com/sp?seller=A27E0A4HA2XQ4F	US-AOYIKEJI
93	DISMISSED	DISMISSED
94	amazon.com/sp?seller=A3AB4I7A9JDRDG	weifangkukewangluokejiyouxiangongsi
95	amazon.com/sp?seller=A1JLYL7P29OMDV	wenyanshangamio
96	amazon.com/sp?seller=A1ZDYJLJ17E4B7	WWzz0714
97	amazon.com/sp?seller=AWP67J7AO4AMM	Xhzy
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99	amazon.com/sp?seller=AFMVW4I8RAEPK	yanglingjiacanhuanhangmaoyouxiangongsi
100	amazon.com/sp?seller=AK85O5I1BI75N	yeshanfushi
101	amazon.com/sp?seller=A2GR1JW3PDPYDL	Yetbincn
102	amazon.com/sp?seller=A1GJAHLDTBI1OR	YOOSOO
103	DISMISSED	DISMISSED
104	amazon.com/sp?seller=A1HZVOTHFOJI9U	YouXiangxiaodian
105	amazon.com/sp?seller=AAKZC8CKLA0VY	Z gui
106	amazon.com/sp?seller=A2961H8JWII6BL	zhengzi
107	ebay.com/usr/haikoufutuchensha0	haikoufutuchensha0
108	ebay.com/usr/haoyouduo-no1	haoyouduo-no1
109	ebay.com/usr/jsafgyye	jsafgyye
110	ebay.com/usr/ocean181207	ocean181207
111	ebay.com/usr/rampantbest	rampantbest
112	temu.com/benifits-online-m-6237982994850.html	Benifits Online
113	temu.com/cc-sunglasses-m-6306453756349.html	CC sunglasses
114	temu.com/duxaa-fashion-sunglasses-m-2744124935577.html	DUXAA Fashion Sunglasses
115	temu.com/elated-m-3383827627333.html	elated
116	temu.com/fasa-m-44279249838.html	FASA
117	temu.com/foxclawride-m-634418209517805.html	FOXCLAWRIDE
118	temu.com/fue-snglas-m-3039942548060.html	fue Snglas
119	temu.com/gentle-mxhiuxr-glasses-m-743936724112.html	GENTLE MXHIUXR glasses
120	temu.com/hometok-m-2701929614663.html	Hometok

121	temu.com/inana-optical-shop-m-5789372202033.html	Inana Optical Shop
122	temu.com/lei-ling-m-4420800930150.html	Lei Ling
123	temu.com/mysterious-supermarket-m-5353939932887.html	Mysterious Supermarket
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126	temu.com/sunglasses-collection-m-22442633830.html	SUNGLASSES COLLECTION
127	temu.com/star-thundersnake-cobra-m-6150362689969.html	WD Sunglasses Swim Mirror Shop
128	temu.com/white-house-m-274066124422.html	White House
129	temu.com/xiao-yun-good-parts-m-111612913090.html	Xiao yun good parts
130	temu.com/xucheng-sunglasses-m-5364167901184.html	Xucheng Sunglasses
131	DISMISSED	DISMISSED
132	DISMISSED	DISMISSED
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135	wish.com/merchant/60669e97f03916004936d89c	dingyanni9697
136	wish.com/merchant/5ea2a884daa01924c8faf8ba	duxiaopaobing
137	wish.com/merchant/5dc6144529e7862ff704a0da	Eternal Green Trading
138	wish.com/merchant/619232b4017c0e3000451d38	JIARUI0826
139	wish.com/merchant/5b4d99305d643e22a5321dd8	KQyouyu
140	wish.com/merchant/612143ae56c9ea90205c3b90	Linda Treasure Shop
141	wish.com/merchant/61c41df7694cf200774be963	liuzaihao69520
142	wish.com/merchant/61835c6af56b812d382efd11	liuzhengsheng
143	wish.com/merchant/617a10e2ce4acfcc1e78da06	LIWUWU39302
144	wish.com/merchant/643d4104ab80313edcd4d4b3	PINGSHANG
145	wish.com/merchant/60616d1df0c6eab66af2f97f	suntianshuohuai
146	wish.com/merchant/60b79bffb4b93224a6815af4	Superstore Sigo
147	wish.com/merchant/60cc1bd1e57f521fc0c6225d	taoxunming1947
148	wish.com/merchant/5d842988b9aed43c37491467	tj485ve
149	wish.com/merchant/60decf1404689192fa02ba44	Vanilla Paula Shop
150	wish.com/merchant/60c5be5894afd42cb6c52738	wangaijun9212
151	wish.com/merchant/60c577de94afd4aac6c52796	wushenlun5846
152	wish.com/merchant/62f3d7b4a1b643b21141bffd	Xianglin Industry
153	wish.com/merchant/5d4ea9777ad242753df7204e	XL Outdoor products
154	wish.com/merchant/5a12ca259d0a7b72ae52b0d7	yanghuan009
155	wish.com/merchant/61010275f4183d8d49017e41	zhangshufang4751